

## TITLE TO REAL ESTATE

48782 PROVISIONS - J. BEARD CO. - GREENVILLE

## Land Contract

THIS CONTRACT, made the 28th day of June, one thousand nine hundred and 43.  
 Between Floyd McAllister and Alice Virginia McAllister his wife of the City of Detroit of  
 State of Michigan parties of the first part, and I. M. Burden, of the City of Greenville of  
 State of South Carolina, party of the second part,  
 Witnesseth, as follows:

1. Said first parties for their selves, heirs, executors and administrators, agree to sell to  
 said second part all certain piece or parcel of land, situate in the \_\_\_\_\_ of  
 \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_ known and  
 described as  
 Lying on the South side of the main Easley Highway, about four miles from the Greenville Court-  
 house, at the corner of the land beginning at an iron pin on said Burden corner, and running thence  
 along the Easley Road Seventeen Feet from the Pavement or Parallel with the Pavement or parallel  
 with the pavement N. 71-05 E. 110 feet to an iron pin; thence S. 13 E. 456 feet to a pin at the  
 branch; thence along the branch S. 78-30 W. 111 feet to an iron pin, corner of Burden Property;  
 thence with Burden's line, N. 13 W. 438 feet to the beginning corner, containing one and one-tenth  
 acre, more or less.  
 and (forthwith, after full payment by said second party of the purchase money, taxes, interest and  
 insurance hereinafter mentioned, and on the performance by said second part at the times and in the  
 manner hereinafter mentioned, of all the conditions herein specified to be by him done and perform-  
 ed) to execute, or cause to be executed, to said second part a good and sufficient warranty deed  
 for the said premises, to be delivered on the surrender of this duplicate contract.
2. Said second party for himself heirs, executors, administrators and assigns, agrees to purchase  
 said premises, and to pay therefor to said first parties office or place of business, the sum of  
 One thousand fifty dollars dollars, in the manner following to wit: One Hundred and fifty dollars,  
 on delivery of this contract and Twelve Dollars monthly until said balance is paid, with interest  
 at the rate of 6% per cent per annum until due, and at the rate of 6% per cent per annum thereafter,  
 payable \_\_\_\_\_ annually on the 28th day of each month in each year upon so much of the purchase  
 money as remains unpaid and, as part and further consideration of this contract,
3. Said second part \_\_\_\_\_ also agree \_\_\_\_\_ that during the life of this contract, and with the time pre-  
 scribed by law, \_\_\_\_\_ will pay or cause to be paid, all taxes and assessments, ordinary and  
 extraordinary, that shall be any lawful authority be taxes or assessed upon the said land and  
 appurtenances, and, particularly, all taxes which shall be assessed upon this contract or upon the  
 contract interest of said first part \_\_\_\_\_ in and to said premises by virtue of this contract, includ-  
 ing the taxes for the year A. D. 19\_\_\_\_, and that the payment by \_\_\_\_\_ of such taxes on this  
 contract, or the said contract interest of said first part \_\_\_\_\_ shall not, in any case, be considered  
 and treated as a payment on or offset against either the interest or principal of this contract.  
 Provided, however, that if the sum of the interest herein provided for and the taxes levied upon  
 the contract interest of said first part \_\_\_\_\_ shall exceed the rate of interest allowed by law to be  
 stipulated for in such case such excess shall be paid by the part \_\_\_\_\_ of the first part.
4. Said second part \_\_\_\_\_ further agree \_\_\_\_\_ to cause the buildings erected and to be erected upon  
 said land to be insured and kept insured against loss and damage by fire, at \_\_\_\_\_ expense,  
 by insurers and in manner and amount approved by said first part \_\_\_\_\_ and to either assign the policy  
 and certificates of insurance to said first part \_\_\_\_\_ or cause the same to be made payable, in case  
 of loss, to said first part \_\_\_\_\_ as \_\_\_\_\_ interest may appear.
5. And said second part \_\_\_\_\_ further agree \_\_\_\_\_ that all buildings, erections and improvements now  
 upon or that may hereafter be placed upon said premises, shall stand as security for the repayment  
 of the moneys hereby covenanted to be paid by \_\_\_\_\_ and shall not be removed from said premises  
 without the written consent of said first part \_\_\_\_\_
6. And it is mutually agreed, that in case said second part \_\_\_\_\_ shall fail to pay taxes when due  
 or effect insurance as aforesaid, said first part \_\_\_\_\_ may pay such taxes, and effect such insurance,  
 and all moneys paid by said first part \_\_\_\_\_ for such taxes, and insurance, and all charges thereon,  
 may be added to the amount due on this contract, payable forthwith, with interest at the rate of  
 \_\_\_\_\_ per cent per annum, from the date of such payments, and shall be treated as a part of the  
 money payable under this contract.
7. And in case default shall be made by said second part \_\_\_\_\_, \_\_\_\_\_ heirs, executors, admin-